

# THOMPSON COBURN

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September 21, 1999

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Mr. Berry Black  
3505 Falling Springs Rd.  
Cahokia, IL 62206

**Re: Access Agreement for Parcel No. 01-35.0 204-006 (01-35.0 204-007) in Cahokia, IL**

Dear Mr. Black:

Per my earlier voicemail message, enclosed are two originals of an Access Agreement that would permit Solutia Inc. ("Solutia") to access property you own in St. Clair County, Illinois. As you know from past correspondence, the sole purpose for access is to conduct sampling activities that are required pursuant to a January 21, 1999, Administrative Order by Consent between Solutia and the U.S. Environmental Protection Agency ("U.S. EPA"). Currently, the sampling plan calls for soil, groundwater, waste, and soil gas sampling on your property, as well as a geophysical survey.

It is my understanding that you have spoken with Michael McAteer of U.S. EPA regarding this agreement, and have indicated a willingness to sign the agreement. Note that Provision 4 of the agreement states that Solutia shall provide you with a copy of the final test results and analytical data from work performed on your property, as incorporated into the Final Reports approved by U.S. EPA.

At your earliest convenience, please sign both originals and return them to me at the above address. I will then return one original, signed by Solutia, to you for your record.

If you have any questions, please call. Thank you for your timely attention to this matter.

Mr Berry Black  
September 21, 1999  
Page 2

Very truly yours,

Thompson Coburn LLP

By *Colleen E. Michuda*  
Colleen E. Michuda

CEM/gao

Enclosures

cc: D. Michael Light  
Michael McAteer  
Thomas Martin, Esq.

## ACCESS AGREEMENT

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999 between Berry Black, a land owner in St. Clair County, Illinois, and Solutia, Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Berry Black is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Berry Black hereby grants to Solutia a revocable license to enter upon real property owned by Berry Black located at 3505 Falling Springs Road, part of parcel number 01-35.0 204-006, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. Solutia shall provide Berry Black with a copy of the final test results and analytical data with respect to work performed on Berry Black's property, as incorporated into the Final Reports approved by U.S. EPA. All copies shall be made at Berry Black's expense.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Berry Black shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Berry Black has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PARCEL NUMBER(S):  
part of parcel number 01-35.0 204-006

SOLUTIA INC.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_